

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

LAURA ALLEN, INDIVIDUALLY AND AS)	
ADMINISTRATRIX OF THE ESTATE OF)	
DAN ALLEN, AND AS NEXT FRIEND)	
TAYLOR ALLEN AND DANIELLE ALLEN;)	
AND MARK ALLEN)	
Plaintiffs,)	
)	CIVIL ACTION NO. 05-40048-FDS
v.)	
)	
MARTIN SURFACING, INC.; MARTIN)	
SURFACING A DIVISION OF SOUTHWEST)	
RECREATION; RONALD RYBA;)	
SOUTHWEST RECREATIONAL)	
INDUSTRIES, INC., d/b/a MARTIN)	
SURFACING; REED J. SEATON; ROBERT)	
N. WOLESENSKY, JR.; DYNAMIC)	
SPORTS CONSTRUCTION, INC.; AND)	
DOES)	
Defendants.)	

STIPULATION

The Plaintiffs and Defendants Robert M. Wolesensky, Jr. ("Wolesensky") and Dynamic Sports Construction, Inc. ("Dynamic") hereby stipulate as follows:

1. The Plaintiffs and Wolesensky and Dynamic will cause to be filed herein a Stipulation of Dismissal, dismissing with prejudice, pursuant to FRCP 41(a), all claims against Wolesensky and Dynamic. The remaining stipulations (below) will be effective only upon the filing and entry of said Stipulation of Dismissal.

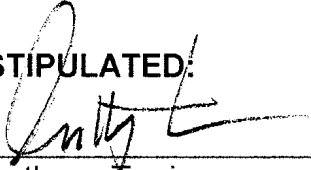
2. Wolesensky and Dynamic stipulate that, if properly served with a subpoena *duces tecum* in this action, they will provide all responsive, non-privileged documents in their care, custody or control relating to Southwest Recreational Industries' flooring division and that they will not interpose any objections unless the

subpoena *duces tecum* is demonstrably unreasonable. Furthermore, all responsive documents shall be copied and mailed to the Plaintiffs at Plaintiffs' expense, or in the event the kinds and volume of documents requested make it uneconomical to copy them, such documents will be made available to the Plaintiffs for their inspection and copying at Dynamic's place of business in Texas.


2. Wolesensky, Dynamic and the Plaintiffs stipulate that, if properly served with a subpoena, Wolesensky will provide deposition testimony in Lexington, Kentucky at a time mutually convenient for both parties. Unless waived in writing by Southwest Recreational Industries and/or American Sports Products Group, Inc., Wolesensky will protect all confidential, privileged information, as the former attorney for Southwest Recreational Industries and ASPG.

3. The parties further stipulate that Dynamic and Wolesensky have not waived any rights they have in respect to the pursuit and/or enforcement of sanctions against Plaintiffs' former counsel, Robert Bonsignore and his firm.

STIPULATED:



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